

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$190,000.00

Tax Lot Nos.: 0773163696; 0773167149; and 0773151928

Mail after recording to: Grantee
This instrument was
prepared by: Jessica Bragg, Esq.
McDermott Will & Emery LLP
340 Madison Avenue
New York, New York 10173

Brief description for the Index:

Parcel Nos.: 0016643; 0106628; 0104544; 0186351; and 0190550

THIS DEED made this 31 day of December, 2020, by and between:

GRANTOR	GRANTEES (as tenants in common)
Cary Towne Center Property LLC , a Delaware limited liability company	CTCL HOLDINGS LLC , a Delaware limited liability company
whose mailing address is:	whose mailing address is:
c/o Turnbridge Equities 4 Bryant Park, Suite 200 New York, New York 10018 Attention: General Counsel, Ryan Nelson & Jason Davis	c/o Perkins Coie LLP 1201 Third Avenue, Suite 4900 Seattle, Washington 98101 Attention: Nathan Fahrer

The designation Grantor and Grantees as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantees, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantees in fee simple (as tenants in common), all that certain lot or parcel of land situated in the town of Cary, Wake County, North Carolina, and more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 017353, Page 00221 and Book 017688, Page 01228 in the Wake County Registry.

All or a portion of the property herein conveyed does not include the primary residence of Grantor.


TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the exceptions shown on Exhibit B attached hereto and incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the day and year first above written.

CARY TOWNE CENTER PROPERTY LLC, a Delaware limited liability company

By 
 Name: **RYAN NELSON**
 Title: Authorized Signatory

STATE OF MARYLAND)
) ss.:
 COUNTY OF MONTGOMERY)

On this 16 day of December, 2020, before me, the undersigned, personally appeared *Ryan Nelson*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and by his signature on the instrument, the individual executed the instrument, and that such individual made such appearance before the undersigned in the City of Bethesda, Maryland.

Shubladze
Ekaterina M. Shubladze Notary Public
 Notary's Printed Name

My Commission Expires: 11/6/2023

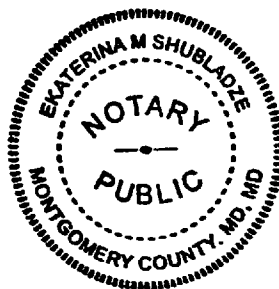


EXHIBIT A**Description of the Property**

Lying and being situate in Wake County, North Carolina, and being more particularly described as follows:

PARCEL 1:

Beginning at an existing iron rod at the intersection of the northeastern right-of-way line of Walnut Street with the northwestern right-of-way line of Hubbard Lane, said iron rod having North Carolina grid coordinates of North: 735,161.8690 and East: 2,070,832.6156; thence with the northeastern right-of-way line of Walnut Street N 46°09'32" W, 288.69 feet to an existing iron rod; thence continuing with said northeastern right-of-way line of Walnut Street N 46°09'32" W, 97.36 feet; N 43°50'27" E, 6.00 feet; N 46°09'32" W, 10.84 feet; S 54°34'47" W, 6.10 feet; N 46°09'32" W, 598.75 feet to an iron rod; thence leaving said northeastern right-of-way line of Walnut Street N 22°42'13" E, 88.61 feet to a new iron rod; thence N 21°14'29" W, 284.15 feet to an existing iron rod; thence N 76°53'37" W, 124.29 feet to an existing iron rod in the eastern right-of-way line of Maynard Road; thence with the eastern right-of-way line of Maynard Road, the following courses and distances: N 03°24'54" W, 222.45 feet to an existing iron pipe; and N 00°04'14" W, 774.58 feet to an existing concrete right-of-way monument; thence leaving said eastern right-of-way line of Maynard Road N 43°42'58" E, 34.65 feet to an iron rod in the southern right-of-way line of Cary Towne Boulevard; thence with the southern right-of-way line of Cary Towne Boulevard, the following courses and distances:

N 89°55'00" E, 330.00 feet to an existing concrete right-of-way monument; N 89°52'11" E, 66.10 feet to an existing concrete right-of-way monument; with a curve to the left having a radius of 1,989.86 feet for an arc distance of 268.11 feet, the chord of said arc being N 85°49'27" E, 267.91 feet to an iron rod; N 86°53'51" E, 214.00 feet to an existing concrete right-of-way monument; with a curve to the left having a radius of 2,019.86 feet for an arc distance of 216.80 feet, the chord of said arc being N 72°47'22" E, 216.70 feet to an existing nail located at the intersection of said southern right-of-way line of Cary Towne Boulevard and the southern right-of-way line of Convention Drive; thence with said southern right-of-way line of Convention Drive the following courses and distances:

S 26°44'10" E, 74.18 feet to an existing nail; with a curve to the left having a radius of 241.99 feet for an arc distance of 285.47 feet, the chord of said arc being S 55°06'17" E, 269.20 feet to an existing iron rod; S 88°53'52" E, 717.95 feet to a new iron rod; thence leaving the southern right-of-way line of Convention Drive N 27°37'14" E, 67.06 feet to an existing iron rod, said iron rod being the southeast corner of property now or formerly belonging to the Baptist State Convention Center of North Carolina; thence S 88°53'52" E, 421.63 feet to an existing iron rod; thence S 47°58'03" E, 388.80 feet to an existing iron rod in the northern property line of the Ivy Meadows Subdivision; thence with said northern property line of Ivy Meadows subdivision S 42°01'57" W, 430.13 feet to an iron rod, and S 42°01'57" W, 583.45 feet to an existing iron rod, said iron rod being the Northeast corner of the Thalhimers parcel; thence with said Thalhimers parcel the following courses and distances:

N 47°59'08" W, 417.41 feet; S 44°55'28" W, 14.01 feet; N 45°04'32" W, 118.17 feet; S 89°55'28" W, 63.52 feet; N 45°04'32" W, 75.33 feet; S 89°55'28" W, 47.73 feet; S 44°55'28" W, 44.83 feet; N 45°04'32" W, 33.75 feet; S 44°55'28" W, 67.00 feet; S 45°04'32" E, 33.75 feet; S 44°55'28" W, 85.33 feet; S 00°04'32" E, 56.93 feet; S 45°04'32" E, 111.85 feet; S 02°59'08" E, 155.53 feet; S 23°53'10" E, 46.85 feet; S 55°24'46" W, 40.57 feet; S 54°34'43" W, 11.45 feet; S 02°59'08" E, 230.59 feet; and S 47°59'08" E, 249.96 feet to an existing iron rod in the northern property line of the Ivy Meadows Subdivision; thence with said northern property line of Ivy Meadows Subdivision S 42°01'57" W, 77.27 feet to an existing iron rod, said iron rod being the Northeast corner of Dillard's parcel; thence leaving said northern property line of Ivy Meadows Subdivision and continuing with said Dillard's parcel the following courses and distances:

N 47°59'08" W, 244.24 feet to a scribe mark; N 30°04'32" W, 83.49 feet to a scribe mark; N 02°53'28" W 495.46 feet to an iron rod; N 89°57'59" W, 261.66 feet to an R/R spike; S 59°55'28" W, 47.83 feet to an R/R spike; S 15°19'51" W, 56.18 feet to an R/R spike; S 30°04'32" E, 81.64 feet to a scribe mark; S 59°55'28" W, 363.12 feet to a scribe mark; N 30°07'20" W 76.53 feet to an R/R spike; S 45°14'59" W, 74.09 feet to an R/R spike; N 18°20'53" W, 30.72 feet to an R/R spike; S 44°54'14" W, 104.82 feet to a PK nail; S 48°13'57" E, 219.99 feet to an iron rod; S 46°07'09" E, 246.60 feet to an iron rod and S 46°07'08" E, 288.69 feet to an existing R/R spike, said spike being in the northern right-of-way line of Hubbard Lane; thence with said northern right-of-way line of Hubbard Lane S 42°01'56" W,

384.69 feet to an existing iron rod in the northeastern right-of-way line of Walnut Street, said iron rod being the Point and Place of Beginning and containing 67.862 acres, more or less.

PARCEL 2:

Commencing at an iron pipe at the northeast corner of Lot 1, Block A of the W.R. Hubbard property subdivision; thence N 42° 01' 57" E, 506.50 feet to the point of beginning, said point being marked by a new iron pipe set in the northern property line of Section One, Ivy Meadows Subdivision; thence from said point of beginning the following courses and distance: N 47° 59' 08" W 249.96 feet; N 02° 59' 08" W 230.59 feet; N 54° 34' 43" E, 11.45 feet; N 55° 24' 46" E 40.57 feet; N 23° 53' 10" W 46.85 feet; N 02° 59' 08" W 155.53 feet; N 45° 04' 32" W 111.85 feet; N 00° 04' 32" W 56.93 feet; N 44° 55' 28" E, 85.33 feet; N 45° 04' 32" W 33.75 feet; N 44° 55' 28" E, 67.00 feet; S 45° 04' 32" E 33.75 feet; N 44° 55' 28" E, 44.83 feet; N 89° 55' 28" E 47.73 feet; S 45° 04' 32" E, 75.33 feet; N 89° 55' 28" E, 63.52 feet; S 45° 04' 32" E 118.17 feet; N 44° 55' 28" E 14.01 feet; thence S 47° 59' 08" E 417.41 feet to a new iron pipe set in the northern property line of Section One, Ivy Meadows Subdivision; thence along and with the northern property line of Ivy Meadows Subdivision S 42° 01' 57" W 666.37 feet to a new iron pipe, said point being the point of beginning. Containing 8.172 acres, more or less, all as shown on a plat of survey by Phillip Post and Associates entitled Land Title Survey Thalhimers Cary Village Mall, dated 7/20/90, (the "Survey").

Parcel 3:

Being Lot 2R, containing 493,703 S.F. or 11.334 acres as shown on map entitled "Recombination Survey Dillard's and Cary Venture Limited Partnership" dated 9/28/05 prepared by Philip Post & Associates Engineers Planners Surveyors recorded in Book of Maps 2006, Page 1115, Wake County Registry.

EASEMENT TRACT 1

TOGETHER WITH those real property rights and easement(s) contained in that Amended and Restated Multi-Party Agreement recorded in Book 5525, Page 87; as amended by First Amendment to Amended and Restated Multi-Party Agreement recorded in Book 12010, Page 2163; and amended by Assignment and Assumption of Developer's Rights in Book 17353, Page 227, as affected by that Assignment and Assumption of Operating Agreement recorded in Book 6848, Page 554, and further affected by that Assignment and Assumption of Operating Agreement in Book 13844, Page 2693; as corrected in Book 13886, Page 1884, and that Second Amended and Restated Multi-Party Agreement recorded in Book 18042, page 2274.

EASEMENT TRACT 2

TOGETHER WITH that access easement contained in that North Carolina Limited Warranty Deed recorded in Book 4782, Page 329.

EXHIBIT B**Permitted Exceptions**

1. ALTA 2006 title policy standard preprinted exceptions, exclusions and conditions, including preprinted exceptions, exclusions and conditions contained in the outside and inside so-called jacket of such policy and rights of possession, as tenants only.
2. Encroachments of stoop areas, cellar steps, trim and cornices, if any, upon any street or highway.
3. Any state of facts as a physical inspection of the Premises would disclose, and any additional facts that an update of the Survey, provided that such update is not materially adverse to Purchaser.
4. Possible lack or revocable nature of the right, if any, to maintain or use any space, facilities or appurtenances outside the building lines, whether on, over or under the ground, including, without limitation, all vaults, conduits, walls, columns, vent pipes, stone, brick or masonry work, chimneys, decorations, planting, flagpoles, standpipes, marquees, signs and sidewalk openings.
5. The lien of any unpaid real estate taxes, assessments, water or sewer rents or charges for fiscal and other tax years, subject to Seller and Purchaser satisfying their respective obligations regarding prorations and adjustments pursuant to the terms of this Agreement.
6. Rights of the public and adjoining owners in highways, streets, roads and lanes bounding or abutting the Premises.
7. Retaining walls or other walls, bushes, trees, hedges, fences and the like, extending from or onto the Premises, and any portion of the Premises lying in the bed of any street.
8. Rights of the municipal, county and/or state government and/or any subdivision thereof and/or any public or private utility or cable television company to maintain, repair and operate lines, wires, cables, conduits, pipes, poles, distribution boxes and other equipment, fixtures or facilities in, on, over, through or under the Premises.
9. Party walls and party wall agreements, if any.
10. Consents, or lack of consents, by any present or former owner of the Premises or any part thereof for the erection or maintenance of any structure or structures on, under or over any abutting street or streets.
11. The effect of any present and future laws of the United States, the State of North Carolina and other governmental instrumentalities, agencies, subdivisions or authorities relating to the rights and obligations of tenants under their leases and the rents permitted to be charged them.
12. Consent to the erection and maintenance of a bridge, and other openings and passages, connecting the Premises to property adjoining the Premises, and to any state of facts existing by reason thereof.
13. Right, lack of right or restricted right of any owner of the Premises to construct and/or maintain any vault or vaulted area in or under the sidewalks abutting the Premises, any licensing statute, ordinance or regulation and the terms of any license pertaining thereto and any fees for vault space which may hereafter be assessed.
14. Right, lack of right or restricted right of any owner of the Premises to construct and/or maintain marquees, canopies and signs over the sidewalks abutting the Premises.

15. Right, lack of right or restricted right of any owner of the Premises to construct and/or maintain fuel chutes, sidewalks, elevators, gratings, cellar steps, manholes, hoists or excavations under, in, upon or over the sidewalks abutting the Premises.

16. Consequences of the exercise and enforcement or attempted enforcement of any governmental war or police powers over the Premises.

17. All present and future zoning, building and other applicable governmental laws, ordinances, codes, restrictions and regulations of the municipality in which the Premises are located and all other Governmental Authorities having jurisdiction, and all present or future violations thereof, if any.

18. Taxes or assessments for the year 2021, and subsequent years, not yet due or payable. (Parcels 1, 2, & 3)

19. Rights of tenants in possession, as retail tenants only, under unrecorded leases, or any rights of any other licensee or occupants pursuant to any license, storage, kiosk or other revenue contract, which rights, in all events, are without rights of first refusal or options to purchase. (Parcels 1, 2, & 3)

20. Title Matters disclosed by plat(s) recorded in Book of Maps 1979, page 826; Book of Maps 1991, page 793; Book of Maps 1991, page 914; Book of Maps 1991, page 1344; Book of Maps 2008, page 843; Book of Maps 2003, pages 547 and 548; Book of Maps 1990, page 708; Book of Maps 1990, page 1021; Book of Maps 1990, page 1097; Book of Maps 1990, page 1284; Book of Maps 2001, page 194; Book of Maps 2006, page 1115; Book of Maps 2007, page 2426, Book of Maps 1993, page 217, shown on Survey. (Parcels 1, 2, & 3 and Easement Tract 2)

21. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variation, or other adverse circumstance affecting the Title disclosed by survey entitled "1105 Walnut Street, Cary, NC" by Michael Cook, P.L.S., with Blew & Associates, PA, dated November 25, 2020, last revised December 21, 2020 (the "Survey").

22. Restricted Tracts Agreement recorded in Book 18042, page 2366. (Parcels 1, 2, & 3 and Easement Parcel 2)

23. Terms, conditions, and title to the area that is subjected to or affected by the access easement(s) contained in that certain North Carolina Limited Warranty Deed recorded in Book 4782, page 329, and the rights of others in and to the use thereof, shown on Survey. (Parcels 1, 2, & 3 and Easement Tract 2)

24. Right of Way Grant to Carolina Power and Light Company recorded in Book 4986, Page 62, shown on Survey. (Parcel 1 and Easement Tract 2)

25. Easements to the Town of Cary recorded in Book 2815, page 558 and Book 2815, page 561. (Parcel 2 and Easement Tract 2)

26. Easement to the Department of Transportation recorded in Book 4017, page 838. (Parcel 2 and Easement Tract 2)

27. 10ft wide Easement to Bellsouth Telecommunications, Inc. recorded in Book 12987, page 997, shown on Survey. (Parcel 2 and Easement Tract 2)

28. Rights of others in and to any party walls. (Parcels 1 & 2)

29. Right(s) of Way to Carolina Power and Light Company recorded in Book 4157, Page 870, shown on Survey. (Parcels 1 and 2)

30. Easement(s) to Carolina Power and Light Company recorded in Book 2233, Page 551, and Book 2233, Page 552. (Parcels 1 & 3 and Easement Tract 2)

31. Right of Way Easement to Southern Bell Telephone and Telegraph Company recorded in Book 4853, Page 781. (Parcels 1 & 3 and Easement Tract 2)

32. Easement(s) to N.C. Department of Transportation recorded in Book 4907, Page 687. (Parcels 1 & 3 and Easement Tract 2)

33. Shared Parking Agreement between Triangle Aquatic Center and Cary Venture Limited Partnership dated as of September 12, 2005, recorded in Book 11617, Page 679, shown on Survey. (Parcel 1)

34. 20ft wide Wastewater Utility and Pipeline Easements to the Town of Cary recorded in Book 2815, Page 558; Book 4152, Page 80; and Book 3192, Page 655 (as affected by that certain Abandonment of Easement recorded in Book 5074, page 10), and Book 3298, Page 331, shown on Survey. (Parcel 1)

35. Right(s) of Way to Town of Cary recorded in Book 2822, Page 215; Book 2815, Page 560; Book 2830, Page 393; Book 2815, Page 561. (Parcel 1)

36. Easement for water and sewer easement between George H. Jordan and Hattie D. Jordan and Phillips Petroleum Company recorded in Book 2613, Page 331, shown on Survey. (Parcel 1)

37. Right(s) of Way to N.C. Department of Transportation recorded in Book 4926, Page 34. (Parcel 1)

38. Right of Way Agreement to Phillips Petroleum Company recorded in Book 7009, Page 880, shown on Survey. (Parcel 1)

39. North Carolina Limited Warranty Deed for vehicular and pedestrian access, ingress and egress between Cary Joint Venture and Thalhimer Brothers Incorporated recorded in Book 4782, Page 329, shown on Survey. (Parcel 1)

40. Declaration of Easement for 50' permanent access easement for future access road recorded in Book 4811, Page 937, shown on Survey. (Parcel 1)

41. 10ft wide Easement to Carolina Power & Light recorded in Book 4856, page 73, shown on Survey. (Parcel 2)

42. 5ft wide Easement to Southern Bell Telephone and Telegraph Company recorded in Book 4864, page 54, shown on Survey. (Parcel 2)

43. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Book of Maps 1991, page 753, shown on Survey. (Parcel 3)

44. Easement(s) to Town of Cary in Book 2815, Page 558; and Book 2815, Page 561, shown on Survey.. (Parcel 3)

45. Assignment and Assumption of Operating Agreements recorded in Book 17527, page 2224. (Parcel 3)

46. Easements to the Department of Transportation recorded in Book 4907, page 689, shown on Survey. (Easement Tract 2)

47. Easements to the Town of Cary recorded in Book 2815, page 560; Book 2822, page 215; and Book 2830, page 393, shown on Survey. (Easement Tract 2)

48. Assignment and Assumption of Operating Agreement recorded in Book 6848, page 554. (Easement Tract 2)

49. Assignment and Assumption of Operating Agreement recorded in Book 13844, page 2693, as corrected in Book 13886, page 1884. (Easement Tract 2)

50. Rights of tenants in possession, if any, as tenants only, under unrecorded leases for a duration of less than three (3) years. (Easement Tract 2)